

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

PARUS HOLDINGS INC.

Plaintiff,

v.

LG ELECTRONICS, INC. and
LG ELECTRONICS U.S.A., INC.

Defendants.

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CIVIL ACTION No. 6:19-cv-00437-ADA

JURY TRIAL DEMANDED

**UNOPPOSED MOTION FOR EXTENSION OF TIME TO MOVE, ANSWER OR
OTHERWISE RESPOND TO PLAINTIFF'S COMPLAINT AND
WAIVER OF FOREIGN SERVICE REQUIREMENT**

Defendants LG Electronics Inc. and LG Electronics U.S.A., Inc. (collectively, “Defendants”), without waiving any defenses described or referred to in Rule 12 of the Federal Rules of Civil Procedure, move the Court to extend the time within which Defendants are required to move, answer or otherwise respond to Plaintiff Parus Holdings Inc.’s Complaint for Patent Infringement (the “Complaint”). In support of their Motion, Defendants state as follows:

1. On July 23, 2019, Plaintiff filed its Complaint alleging patent infringement against LG Electronics Inc. and LG Electronics U.S.A., Inc.

2. On August 2, 2019, LG Electronics U.S.A., Inc. was served with the Complaint through personal service; thus, LG Electronics U.S.A., Inc.’s current deadline to answer or otherwise respond to the Complaint is August 23, 2019.

3. LG Electronics Inc. is a foreign corporation that has not yet been served. LG Electronics Inc. is a signatory to The Hague Convention and, therefore, proper service of a complaint is typically burdensome and time consuming. To alleviate this issue, pursuant to Rule 4 of the Federal Rules of Civil Procedure, LG Electronics Inc. is willing to waive service in this

matter and agree that LG Electronics Inc.'s deadline to move, answer or otherwise respond to the Complaint will be November 21, 2019.

4. In exchange for LG Electronic Inc.'s agreement to waive service, Plaintiff agrees that LG Electronics U.S.A., Inc.'s deadline to move, answer or otherwise respond to the Complaint shall be extended to November 21, 2019 in order to conform to the same date as LG Electronics Inc.'s deadline.

5. This motion is not brought for the purpose of delay. Rather, the parties believe that this agreement will save unnecessary expenses of serving a summons and complaint upon a foreign entity. The parties further agree that this proposed arrangement establishes good cause for the Court to extend LG Electronics U.S.A., Inc.'s deadline to move, answer or otherwise respond to the Complaint to the same date that LG Electronics Inc.'s initial responsive pleading is due pursuant to Rule 4 of the Federal Rules of Civil Procedure.

6. Counsel for Defendants has conferred with counsel for Plaintiff. This motion is unopposed. Defendants' agreement with Plaintiff, however, should not be construed as a waiver of any other rights or defenses including, for instance, Defendants' right to file counterclaims, affirmative defenses, or to otherwise challenge the validity of the subject patents.

WHEREFORE, Defendants LG Electronics Inc. and LG Electronics U.S.A., Inc. request the Court grant the foregoing Unopposed Motion and enter an Order setting Defendants' deadline to move, answer or otherwise respond to Plaintiff's Complaint to November 21, 2019.

Dated: August 21, 2019.

Respectfully submitted,

/s/ Steve McConnico

Steve McConnico

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*Counsel for Defendants LG Electronics Inc.
and LG Electronics U.S.A., Inc.*

CERTIFICATE OF SERVICE

Pursuant to the Federal Rules of Civil Procedure and Local Rule CV-5, I hereby certify that, on August 21, 2019, all counsel of record who have appeared in this case are being served with a copy of the foregoing via the Court's CM/ECF system.

/s/ Steve McConnico

Steve McConnico